

DISPOSITION: Between February 11 and April 29, 1944. No claimants having appeared, judgments of condemnation were entered and the product was ordered destroyed.

6392. Misbranding of Butter Stretch. U. S. v. 17 Cases of Butter Stretch. Default decree of condemnation and destruction. (F. D. C. No. 11176. Sample No. 30262-F.)

LIBEL FILED: November 29, 1943, Northern District of California.

ALLEGED SHIPMENT: On or about April 7, 1943, by the American Nutrition Co., from Chicago, Ill.

PRODUCT: 17 cases, each containing a display banner and 12 cartons of 24 envelopes each, of Butter Stretch.

LABEL, IN PART: (Front of envelope) "4 Leaf Clover BUTTER S-T-R-E-T-C-H."

VIOLATIONS CHARGED: Misbranding, Section 403 (a), the following statements and designs appearing in the labeling of the article: (Display banner) "Butter 13¢ Lb. For the Extra Pound"; (front of envelope) "* * * BUTTER S-T-R-E-T-C-H Makes A Pound of Butter Go Twice As Far!," and the pictorial representation of two cubes of butter on plates, one cube twice as large as the other; (back of envelope) "* * * We recommend you make up only the amount of butter product needed * * * finished butter product * * *"; and (case label) "* * * BUTTER S-T-R-E-T-C-H Makes A Pound of Butter Go Twice As Far! * * * Now Make One Butter Coupon Do The Job Of Two!," and the pictorial representation of two cubes of butter on plates, one cube twice as large as the other, were false and misleading since the article would not stretch 1 pound of butter into 2 pounds of butter and would not make a pound of butter go twice as far. The following statements which appeared in the labeling of the article: (Envelope) "Makes A Pound of Butter Go Twice As Far! * * * Enough for 4 Pounds—10¢ * * * Ingredients. Gelatin, Rennet, Salt, Milk Sugar, Gum Karaya, Baking Soda and U. S. Certified Food Coloring * * *"; and (case label) "Makes A Pound of Butter Go TWICE AS FAR! * * * Enough for 4 Pounds—10¢ * * * Ingredients. Gelatin, Rennet, Salt, Milk Sugar, Gum Karaya, Baking Soda and U. S. Certified Food Coloring * * * One package of 4 Leaf Clover Butter Stretch is Enough for Four Pounds Only 10¢ * * *," were misleading since they failed to reveal the material fact that the article was 97 percent common table salt, sold in this form at the rate of approximately \$5.00 a pound; and the principal panel of the label, on which such statements appeared, failed to reveal the material fact that the purchaser must supply 1 pint of milk for each pound of butter treated with the article. Section 403 (e) (2), it was a food in package form and failed to bear a label containing an accurate statement of the quantity of the contents, since the statement "Contents: 8 tablets" did not give accurate information of the weight or size of the individual tablets.

DISPOSITION: March 25, 1944. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

GIFT PACKAGES*

6393. Misbranding of gift packages. U. S. v. De Luxe Dainties, Inc. Plea of guilty. Fine of \$750 on 1 count; sentence suspended on remaining counts. (F. D. C. No. 9610. Sample Nos. 31905-F to 31908-F, incl., 32695-F.)

INFORMATION FILED: On May 13, 1943, in the Southern District of New York, against De Luxe Dainties, Inc., New York, N. Y.

ALLEGED SHIPMENT: On or about November 2 and 19, 1942, from the State of New York into the State of Ohio, of a number of gift packages.

PRODUCT: A portion of the gift packages contained candied fruit, and the remainder contained such articles as candy, preserves, jelly, nuts, and honey. The packages contained less food than was indicated by their outward appearance, and the name and address of the manufacturer did not appear on the packages.

LABEL, IN PART: (Portion) "Stuffed Glace Fruit."

VIOLATIONS CHARGED: Misbranding, Section 403 (d), the lot of candied fruit was misbranded in that the container, a tray, was so made, formed, and filled as

*See also Nos. 6237-6239.

to be misleading, since the capacity of the tray had been reduced by inserting a false bottom approximately 8/10 of an inch above the true bottom, and the food had been packed in such a manner that there was a large empty space underneath the pineapple centerpiece of the assortment. The remaining lots were misbranded, Section 403 (d), in that their containers were so made, formed, and filled as to be misleading, since they contained excessive amounts of packing medium, shredded paper, and the food had been packed in such a manner that there were empty spaces in which more food could have been packed; and, Section 403 (f), in that they were in package form and the name and place of business of the manufacturer, packer, or distributor were not prominently placed on the label with such conspicuousness (as compared with other words, statements, designs, or devices in the labeling) as to render them likely to be read by the ordinary individual under customary conditions of purchase and use.

DISPOSITION: January 17, 1944. A plea of guilty having been entered on behalf of the defendant, imposition of sentence was suspended on counts 1, 2, 3 and 5, and the court imposed a fine of \$750 on the fourth count.

6394. Misbranding of gift packages. U. S. v. 125 Gift Baskets. Default decree of condemnation. Product ordered delivered to charitable organizations. (F. D. C. No. 11261. Sample No. 39515-F.)

LIBEL FILED: December 15, 1943, Southern District of California.

ALLEGED SHIPMENT: On or about August 20, 1943, by the Stephen Leeman Products Corp., from New York, N. Y.

PRODUCT: 125 gift baskets containing wine jellies and tea bags, at Long Beach, Calif.

This product consisted of a package of 2 nested, woven baskets containing 4 1½-ounce jars of jelly and 5 tea bags. The jelly jars were inverted, and a portion of the label containing the net weight and ingredients statement was invisible. The bottom of the package contained paper stuffing occupying about 43 percent of the volume of the package.

LABEL, IN PART: (Jelly jars) "Stephen Leeman Products Burgundy ["Sherry," "Port," or "Muscatel"] Wine Jelly."; (one tea bag) "Filled with Ming Cha The Tea Wine (A Flowery Orange Pekoe)."

VIOLATIONS CHARGED: Misbranding, Section 403 (d), the container was so filled as to be misleading since about 43 percent of the volume of the package was occupied by paper stuffing which could not be seen by the purchaser; and, Section 403 (f), the statements of the quantity of the contents and the list of ingredients, required to appear on the label, were not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs, or devices in the labeling) as to render them likely to be read by the ordinary individual under customary conditions of purchase and use.

DISPOSITION: January 7, 1944. No claimant having appeared, judgment of condemnation was entered and the product was ordered delivered to charitable organizations.

VITAMIN PREPARATIONS AND FOOD FOR SPECIAL DIETARY USES

6395. Adulteration and misbranding of mineralized water. U. S. v. 7 Bottles of Mineralized Water and 400 Leaflets. Default decree of condemnation. Product ordered destroyed or delivered to a charitable or public institution. (F. D. C. No. 10858. Sample No. 43018-F.)

LIBEL FILED: On or about November 15, 1943, District of Oregon.

ALLEGED SHIPMENT: On or about July 12, 1943, of the mineralized water, from Los Angeles, Calif.; and on or about May 18, 1943, from Monterey, Calif., of the leaflets, by the Del Monte Laboratories.

PRODUCT: 7 bottles of mineralized water and 400 leaflets at Portland, Oreg.

Examination of a sample of the article showed that it contained calcium and iron salts and 0.013 milligram of iodine per half-ounce. The minimum daily adult requirement for iodine, as established by regulation, is 0.1 milligram.

LABEL, IN PART: (Article) "Delamer Mineralized Water"; (leaflets) "Are you Wearing Out Because of a Lack of Minerals?"